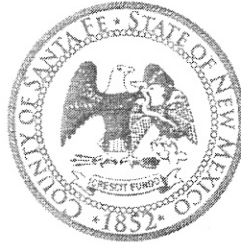


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *February 27, 2019*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO* *BT*

VIA: *Katherine Miller, County Manager*
Erika D. Thomas, Interim Finance Director
Michael Kelley, Public Works Department Director

ITEM AND ISSUE: BCC Meeting March 12, 2019

Approval of Multiple Source Award, Indefinite Quantity Contracts Nos. 2019-0130-A-PW/MAM and 2019-0130-B-PW/MAM for the Purchase of Various Culverts for Public Works Road Maintenance; Granting Signature Authority to the County Manager to Sign the Purchase Orders, (Bill Taylor, Purchasing Division)

ISSUE:

In January 20, 2019, the Purchasing Division issued an Invitation for Bid (IFB) No. 2019-0130-PW/MAM for the purchase of various sized, corrugated metal culverts for use by the Road Maintenance Division.

It is the intent of the County to establish a multiple source award contracts pursuant to Section 13-1-153 NMSA 1978, for an indefinite quantity of products and services to meet the County's responsibility for maintenance of road infrastructure within the exterior boundaries of Santa Fe County. The term for each agreement will be four (4) year terms.

Section 13-1-154-1 B., NMSA 1978 establishes the indefinite quantity contracts pursuant to a price agreement for multiple projects under a single Invitation for Bid.

All Bids were determined to be responsive and responsible. Two Bids were received by the following Offerors:

GM Emulsion, LLC, Santa Fe, NM
Baker Utility Supply, Albuquerque, NM

BACKGROUND:

The Public Works Department is responsible for road maintenance and safety conditions on County roads, it is in the best interest of the County to award multiple contracts to provide the required materials and service for the various road projects throughout the County

ACTION REQUESTED:

Board of County Commissioner's approval of multiple source, multiple year and indefinite quantity Agreement Nos. 2019-0130-A & B-PW/MAM to provide for the purchase of various sized, corrugated metal culverts for the use by the Road Maintenance Division and granting signature authority to the County Manager to sign the purchase order.

**PRICE AGREEMENT
WITH GM EMULSION, LLC FOR PURCHASE AND DELIVERY
OF CORRUGATED METAL CULVERTS**

THIS AGREEMENT is made and entered into this _____ day of _____ 2019 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County") and **GM EMULSION, LLC**, 5935 Agua Fria, Santa Fe, New Mexico (hereinafter "Contractor").

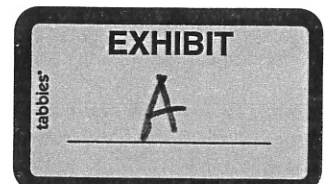
IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide corrugated metal culverts to a Using Department which issues a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's supply and delivery of Corrugated Metal Culverts. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2019-0130-A-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders for, IFB No. 2019-0130-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall supply and deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
 - 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.



3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A shall be the fixed prices for the items.
- 3. PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
 - B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3. above, the item or deliverables will be deemed to have been accepted.
 - C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. Payment.** County shall pay Contractor on an invoice received from Contractor within 30 days from the date the County approves the invoice.
 - E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
- 4. TERM OF THIS AGREEMENT.** This Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 11 (Appropriations and Authorizations).
- 5. CANCELLATION.**
- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
 - B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
 - C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
 - D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate

upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosure Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW; CHOICE OF LAW.

A. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage*.

21. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

22. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

23. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

24. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder

shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

Santa Fe Public Works Department
Attn: Richard Chang, Road Maintenance Supervisor
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

GM Emulsion, LLC.
Attn: Gabriel Martinez
5935 Agua Fria
Santa Fe, New Mexico 87507

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department:

Erika D. Thomas
Interim Finance Department

Date

CONTRACTOR:

Signature

Date

By: _____
(Print name and title)

ATTACHMENT A

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
CORRUGATED METAL CULVERTS

ITEM #	EST. QTY	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
ROUND CORRUGATED METAL PIPE					
1	500	CORRUGATED METAL PIPE 12" DIAMETER, 16 GAUGE	FT	\$ 13.50	Thirteen Dollars
2	10	END SECTION 12"	EA	\$ 90.00	Ninety Dollars
3	20	CONNECTING BAND 12"	EA	\$ 30.00	Thirty Dollars
4	500	CORRUGATED METAL PIPE 18" DIAMETER, 16 GAUGE	FT	\$ 21.00	Twenty-One Dollars
5	10	END SECTION 18"	EA	\$ 145.00	One Hundred Forty-Five Dollars
6	20	CONNECTING BAND 18"	EA	\$ 40.00	Forty Dollars
7	500	CORRUGATED METAL PIPE 24" DIAMETER, 16 GAUGE	FT	\$ 26.00	Twenty-Six Dollars
8	10	END SECTION 24"	EA	\$ 215.00	Two Hundred Fifteen Dollars
9	20	CONNECTING BAND 24"	EA	\$ 50.00	Fifty Dollars
10	500	CORRUGATED METAL PIPE 30" DIAMETER, 16 GAUGE	FT	\$ 33.00	Thirty-Three Dollars
11	10	END SECTION 30"	EA	\$ 430.00	Four Hundred Thirty Dollars
12	20	CONNECTING BAND 30"	EA	\$ 55.00	Fifty-Five Dollars
13	500	CORRUGATED METAL PIPE 36" DIAMETER, 16 GAUGE	FT	\$ 36.00	Thirty-Six Dollars
14	10	END SECTION 36"	EA	\$ 595.00	Five Hundred Ninety-Five Dollars
15	20	CONNECTING BAND 36"	EA	\$ 60.00	Sixty Dollars
16	500	CORRUGATED METAL PIPE 42" DIAMETER, 16 GAUGE	FT	\$ 45.00	Forty-Five Dollars
17	10	END SECTION 42"	EA	\$ 1,050.00	One Thousand, Fifty Dollars
18	20	CONNECTING BAND 42"	EA	\$ 75.00	Seventy-Five Dollars
19	500	CORRUGATED METAL PIPE 48" DIAMETER, 16 GAUGE	FT	\$ 51.00	Fifty-One
20	10	END SECTION 48"	EA	\$ 1,300.00	One Thousand, Three Hundred Dollars
21	20	CONNECTING BAND 48"	EA	\$ 85.00	Eighty-Five Dollars
22	500	CORRUGATED METAL PIPE 54" DIAMETER, 16 GAUGE	FT	\$ 65.00	Sixty-Five Dollars
23	10	END SECTION 54"	EA	\$ 1,305.00	One Thousand, Five Hundred and Five Dollars
24	20	CONNECTING BAND 54"	EA	\$ 104.00	One Hundred Four Dollars
25	500	CORRUGATED METAL PIPE 60" DIAMETER, 16 GAUGE	FT	\$ 70.00	Seventy Dollars
26	10	END SECTION 60"	EA	\$ 2,201.00	Two Thousand, Two Hundred and One Dollars
27	20	CONNECTING BAND 60"	EA	\$ 180.00	One Hundred Eighty Dollars

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
CORREGATED METAL CULVERTS

ITEM #	EST. QTY	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
ARCH CORRUGATED METAL PIPE					
28	500	ARCH CORRUGATED METAL PIPE - 17" X 13"	FT	\$ 17.00	Seventeen Dollars
29	10	ARCH END SECTION - 17" X 13"	EA	\$ 111.00	One Hundred Eleven Dollars
30	20	ARCH CONNETING BAND - 17" X 13"	EA	\$ 37.00	Thirty-Seven Dollars
31	500	ARCH CORRUGATED METAL PIPE - 21" X 15"	FT	\$ 20.00	Twenty Dollars
32	10	ARCH END SECTION - 21" X 15"	EA	\$ 173.00	One Hundred Seventy-Three Dollars
33	20	ARCH CONNETING BAND - 21" X 15"	EA	\$ 41.00	Forty-One Dollars
34	500	ARCH CORRUGATED METAL PIPE - 24" X 18"	FT	\$ 23.00	Twenty-Three Dollars
35	10	ARCH END SECTION - 24" X 18"	EA	\$ 158.00	One Hundred Fifty-Eight Dollars
36	20	ARCH CONNECTIONG BAND - 24" X 18"	EA	\$ 45.00	Forty-Five Dollars
37	500	ARCH CORRUGATED METAL PIPE - 28" X 20"	FT	\$ 26.00	Twenty-Six Dollars
38	10	ARCH END SECTION - 28" X 20"	EA	\$ 187.00	One Hundred Eighty-Seven Dollars
39	20	ARCH CONNECTIONG BAND - 28" X 20"	EA	\$ 49.00	Forty-Nine Dollars
40	500	ARCH CORRUGATED METAL PIPE - 35" X 24"	FT	\$ 32.00	Thirty-Two Dollars
41	10	ARCH END SECTION - 35" X 24"	EA	\$ 312.00	Three Hundred Twelve Dollars
42	20	ARCH CONNECTING BAND - 35" X 24"	EA	\$ 60.00	Sixty Dollars
43	500	ARCH CORRUGATED METAL PIPE - 42" X 29"	FT	\$ 38.00	Thirty-Eight Dollars
44	10	ARCH END SECTION - 42" X 29"	EA	\$ 494.00	Four Hundred Ninety-Four Dollars
45	20	ARCH CONNETING BAND - 42" X 29"	EA	\$ 71.00	Seventy-One Dollars
46	500	ARCH CORRUGATED METAL PIPE - 49" X 33"	FT	\$ 55.00	Fifty-Five Dollars
47	10	ARCH END SECTION - 49" X 33"	EA	\$ 907.00	Nine Hundred Seven Dollars
48	20	ARCH CONNETING BAND - 49" X 33"	EA	\$ 81.00	Eighty-One Dollars
49	500	ARCH CORRUGATED METAL PIPE - 57" X 38"	FT	\$ 85.00	Eighty-Five Dollars
50	10	ARCH END SECTION - 57" X 38"	EA	\$ 1,149.00	One Thousand, One Hundred Forty-Nine Dollars
51	20	ARCH CONNETING BAND - 57" X 38"	EA	\$ 92.00	Ninety-Two Dollars
52	500	ARCH CORRUGATED METAL PIPE - 64" X 43"	FT	\$ 95.00	Ninety-Five Dollars
53	10	ARCH END SECTION - 64" X 43"	EA	\$ 1,450.00	One Thousand, Four Hundred Fifty Dollars
54	20	ARCH CONNETING BAND - 64" X 43"	EA	\$ 103.00	One Hundred Three Dollars
55	500	ARCH CORRUGATED METAL PIPE - 71" X 47"	FT	N/A	
56	10	ARCH END SECTION - 71" X 47"	EA	N/A	
57	20	ARCH CONNETING BAND - 71" X 47"	EA	N/A	

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
CORRUGATED METAL CULVERTS

ITEM #	EST. QTY	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
ARCH CORRUGATED METAL PIPE - CONTINUED					
58	500	ARCH CORRUGATED METAL PIPE - 77" X 52"	FT	N/A	
59	10	ARCH END SECTION - 77" X 52"	EA	N/A	
60	20	ARCH CONNETING BAND - 77" X 52"	EA	N/A	
61	500	ARCH CORRUGATED METAL PIPE - 83" X 57"	FT	N/A	
62	10	ARCH END SECTION - 83" X 57"	EA	N/A	
63	20	ARCH CONNETING BAND - 83" X 57"	EA	N/A	
64	500	ARCH CORRUGATED METAL PIPE - 87" X 63"	FT	\$ 146.00	One Hundred Forty-Six Dollars
65	10	ARCH END SECTION - 87" X 63"	EA	\$ 3,828.00	Three Thousand, Eight Hundred Twenty-Eight Dollars
66	20	ARCH CONNETING BAND - 87" X 63"	EA	\$ 145.00	One Hundred Forty-Five Dollars
67	500	ARCH CORRUGATED METAL PIPE - 95" X 67"	FT	\$ 156.00	One Hundred Fifty-Six
68	10	ARCH END SECTION - 95" X 67"	EA	\$ 3,950.00	Three Thousand, Nine Hundred Fifty Dollars
69	20	ARCH CONNETING BAND - 95" X 67"	EA	\$ 156.00	One Hundred Fifty-Six Dollars
70	500	ARCH CORRUGATED METAL PIPE - 103" X 71"	FT	\$ 167.00	One Hundred Sixty-Seven Dollars
71	10	ARCH END SECTION - 103" X 71"	EA	\$ 4,424.00	Four Thousand, Four Hundred Twenty-Four Dollars
72	20	ARCH CONNETING BAND - 103" X 71"	EA	\$ 167.00	One Hundred Sixty-Seven Dollars
73	500	ARCH CORRUGATED METAL PIPE - 112" X 75"	FT	\$ 179.00	One Hundred Seventy-Nine Dollars
74	10	ARCH END SECTION - 112" X 75"	EA	\$ 4,350.00	Four Thousand, Three Hundred Fifty Dollars
75	20	ARCH CONNETING BAND - 112" X 75"	EA	\$ 178.00	One Hundred Seventy-Eight Dollars
76	500	ARCH CORRUGATED METAL PIPE - 117" X 79"	FT	\$ 189.00	One Hundred Eighty-Nine Dollars
77	10	ARCH END SECTION - 117" X 79"	EA	N/A	
78	20	ARCH CONNETING BAND - 117" X 79"	EA	\$ 189.00	One Hundred Eighty-Nine Dollars
79	500	ARCH CORRUGATED METAL PIPE - 128" X 83"	FT	\$ 200.00	Two Hundred Dollars
80	10	ARCH END SECTION - 128" X 83"	EA	N/A	
81	20	ARCH CONNETING BAND - 128" X 83"	EA	\$ 200.00	Two Hundred Dollars
82	500	ARCH CORRUGATED METAL PIPE - 137" X 87"	FT	\$ 212.00	Two Hundred Twelve Dollars
83	10	ARCH END SECTION - 137" X 87"	EA	N/A	
84	20	ARCH CONNETING BAND - 137" X 87"	EA	N/A	
85	500	ARCH CORRUGATED METAL PIPE - 142" X 91"	FT	N/A	
86	10	ARCH END SECTION - 142" X 91"	EA	N/A	
87	20	ARCH CONNETING BAND - 142" X 91"	EA	N/A	

**PRICE AGREEMENT
WITH BAKER UTILITY SUPPLY FOR PURCHASE AND DELIVERY
OF CORRUGATED METAL CULVERTS**

THIS AGREEMENT is made and entered into this _____ day of _____ 2019 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County") and **BAKER UTILITY SUPPLY**, 4320 2nd St. NW, Albuquerque, New Mexico 87107-4038 (hereinafter "**Contractor**").

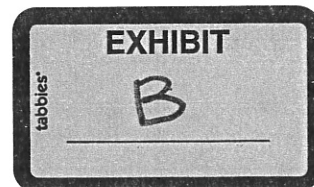
IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "**County**" shall mean the County of Santa Fe, New Mexico.
- B. "**Using Department or Department**" shall mean a Department of Santa Fe County.
- C. "**Purchase Order**" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Contractor.
- D. "**Price Agreement**" means this indefinite quantity Price Agreement which requires the Contractor to provide corrugated metal culverts to a Using Department which issues a Purchase Order.
- E. "**Price**" means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's supply and delivery of Corrugated Metal Culverts. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2019-0130-B-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders for, IFB No. 2019-0130-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall supply and deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
 - 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.



3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A shall be the fixed prices for the items.
3. **PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
- A. **Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
 - B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3. above, the item or deliverables will be deemed to have been accepted.
 - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within 30 days from the date the County approves the invoice.
 - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
4. **TERM OF THIS AGREEMENT.** This Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 11 (Appropriations and Authorizations).
5. **CANCELLATION.**
- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
 - B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
 - C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
 - D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate

upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosure Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW; CHOICE OF LAW.

A. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage*.

21. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

22. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

23. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

24. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder

shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

Santa Fe Public Works Department
Attn: Richard Chang, Road Maintenance Supervisor
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

Baker Utility Supply
Attn: Mike Brunick
4320 2nd St. NW
Albuquerque, New Mexico 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department:

Erika D. Thomas
Interim Finance Department

Date

CONTRACTOR:

Signature

Date

By: _____
(Print name and title)

ATTACHMENT A

PUBLIC WORKS DEPARTMENT CORRUGATED METAL CULVERTS

ITEM #	EST. QTY	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
ROUND CORRUGATED METAL PIPE					
1	500	CORRUGATED METAL PIPE 12" DIAMETER, 16 GAUGE	FT	\$15.00	fifteen dollars
2	10	END SECTION 12"	EA	\$88.16	eighty eight dollars and sixteen cents
3	20	CONNECTING BAND 12"	EA	\$37.63	thirty seven dollars and sixty three cents
4	500	CORRUGATED METAL PIPE 18" DIAMETER, 16 GAUGE	FT	\$20.00	twenty dollars
5	10	END SECTION 18"	EA	\$126.05	one hundred twenty six dollars and five cents
6	20	CONNECTING BAND 18"	EA	\$46.05	forty six dollars and five cents
7	500	CORRUGATED METAL PIPE 24" DIAMETER, 16 GAUGE	FT	\$24.00	twenty four dollars
8	10	END SECTION 24"	EA	\$178.68	one hundred seventy eight dollars and sixty eight cents
9	20	CONNECTING BAND 24"	EA	\$57.63	fifty seven dollars and sixty three cents
10	500	CORRUGATED METAL PIPE 30" DIAMETER, 16 GAUGE	FT	\$29.00	twenty nine dollars
11	10	END SECTION 30"	EA	\$328.16	three hundred twenty eight dollars and sixteen cents
12	20	CONNECTING BAND 30"	EA	\$66.05	sixty six dollars and five cents
13	500	CORRUGATED METAL PIPE 36" DIAMETER, 16 GAUGE	FT	\$34.00	thirty four dollars
14	10	END SECTION 36"	EA	\$510.26	five hundred ten dollars and twenty six cents
15	20	CONNECTING BAND 36"	EA	\$71.32	seventy one dollars and thirty two cents
16	500	CORRUGATED METAL PIPE 42" DIAMETER, 16 GAUGE	FT	\$39.00	thirty nine dollars
17	10	END SECTION 42"	EA	\$835.53	eight hundred thirty five dollars and fifty three cents
18	20	CONNECTING BAND 42"	EA	\$89.21	eighty nine dollars and twenty one cents
19	500	CORRUGATED METAL PIPE 48" DIAMETER, 16 GAUGE	FT	\$43.00	forty three dollars
20	10	END SECTION 48"	EA	\$1,001.84	one thousand one dollars and eighty four cents
21	20	CONNECTING BAND 48"	EA	\$99.74	ninety nine dollars and seventy four cents
22	500	CORRUGATED METAL PIPE 54" DIAMETER, 16 GAUGE	FT	\$60.26	sixty dollars and twenty six cents
23	10	END SECTION 54"	EA	\$1,448.16	one thousand four hundred forty eight dollars and sixteen cents
24	20	CONNECTING BAND 54"	EA	\$206.05	two hundred six dollars and five cents
25	500	CORRUGATED METAL PIPE 60" DIAMETER, 16 GAUGE	FT	\$65.79	sixty five dollars and seventy nine cents
26	10	END SECTION 60"	EA	\$1,914.47	one thousand nine hundred fourteen dollars and forty seven cents
27	20	CONNECTING BAND 60"	EA	\$214.47	two hundred fourteen dollars and forty seven cents

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
CORRUGATED METAL CULVERTS

CORRUGATED METAL CULVERTS						
ITEM	EST. QTY	ITEM	UNIT	UNIT	WRITTEN IN	
ARCH CORRUGATED METAL PIPE						
28	500	ARCH CORRUGATED METAL PIPE - 17" X 13"	FT	\$15.53	fifteen dollars and fifty three cents	
29	10	ARCH END SECTION - 17" X 13"	EA	\$113.42	one hundred thirteen dollars and forty two cents	
30	20	ARCH CONNECTING BAND - 17" X 13"	EA	\$42.89	forty two dollars and eighty nine cents	
31	500	ARCH CORRUGATED METAL PIPE - 21" X 15"	FT	\$20.79	twenty dollars and seventy nine cents	
32	10	ARCH END SECTION - 21" X 15"	EA	\$126.05	one hundred twenty six dollars and five cents	
33	20	ARCH CONNECTING BAND - 21" X 15"	EA	\$48.00	forty eight dollars	
34	500	ARCH CORRUGATED METAL PIPE - 24" X 18"	FT	\$22.89	twenty two dollars and eighty nine cents	
35	10	ARCH END SECTION - 24" X 18"	EA	\$193.42	one hundred ninety three dollars and forty two cents	
36	20	ARCH CONNECTIONG BAND - 24" X 18"	EA	\$54.47	fifty four dollars and forty seven cents	
37	500	ARCH CORRUGATED METAL PIPE - 28" X 20"	FT	\$25.00	twenty five dollars	
38	10	ARCH END SECTION - 28" X 20"	EA	\$219.74	two hundred nineteen dollars and seventy four cents	
39	20	ARCH CONNECTIONG BAND - 28" X 20"	EA	\$60.79	sixty dollars and seventy nine cents	
40	500	ARCH CORRUGATED METAL PIPE - 35" X 24"	FT	\$30.26	thirty dollars and twenty six cents	
41	10	ARCH END SECTION - 35" X 24"	EA	\$447.11	four hundred forty seven dollars and eleven cents	
42	20	ARCH CONNECTING BAND - 35" X 24"	EA	\$69.21	sixty nine dollars and twenty one cents	
43	500	ARCH CORRUGATED METAL PIPE - 42" X 29"	FT	\$35.53	thirty five dollars and fifty three cents	
44	10	ARCH END SECTION - 42" X 29"	EA	\$595.53	five hundred ninety five dollars and fifty three cents	
45	20	ARCH CONNECTING BAND - 42" X 29"	EA	\$75.53	seventy five dollars and fifty three cents	
46	500	ARCH CORRUGATED METAL PIPE - 49" X 33"	FT	\$49.21	forty nine dollars and twenty one cents	
47	10	ARCH END SECTION - 49" X 33"	EA	\$1,018.68	one thousand eighteen dollars and sixty eight cents	
48	20	ARCH CONNECTING BAND - 49" X 33"	EA	\$93.42	ninety three dollars and forty two cents	
49	500	ARCH CORRUGATED METAL PIPE - 57" X 38"	FT	\$73.42	seventy three dollars and forty two cents	
50	10	ARCH END SECTION - 57" X 38"	EA	\$1,201.84	one thousand two hundred one dollars and eighty four cents	
51	20	ARCH CONNECTING BAND - 57" X 38"	EA	\$105.00	one hundred five dollars	
52	500	ARCH CORRUGATED METAL PIPE - 64" X 43"	FT	\$101.11	one hundred one dollars and eleven cents	
53	10	ARCH END SECTION - 64" X 43"	EA	\$5,759.74	five thousand seven hundred fifty nine and seventy four cents	
54	20	ARCH CONNECTING BAND - 64" X 43"	EA	\$217.63	two hundred seventeen dollars and sixty three cents	
55	500	ARCH CORRUGATED METAL PIPE - 71" X 47"	FT	\$111.53	one hundred eleven dollars and fifty three cents	
56	10	ARCH END SECTION - 71" X 47"	EA	\$7,162.89	seven thousand one hundred sixty two dollars and eighty nine cents	
57	20	ARCH CONNECTING BAND - 71" X 47"	EA	\$226.05	two hundred twenty six dollars and five cents	

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
CORRUGATED METAL CULVERTS

ITEM #	EST. QTY	ITEM DESCRIPTION	L'UNIT	UNIT PRICE	WRITTEN IN WORDS
ARCH CORRUGATED METAL PIPE - CONTINUED					
58	500	ARCH CORRUGATED METAL PIPE - 77" X 52"	FT	\$111.32	one hundred eleven dollars and thirty two cents
59	10	ARCH END SECTION - 77" X 52"	EA	\$8,426.05	eight thousand four hundred twenty six dollars and five cents
60	20	ARCH CONNETTING BAND - 77" X 52"	EA	\$251.32	two hundred fifty one dollars and thirty two cents
61	500	ARCH CORRUGATED METAL PIPE - 83" X 57"	FT	\$120.79	one hundred twenty dollars and seventy nine cents
62	10	ARCH END SECTION - 83" X 57"	EA	\$9,689.21	nine thousand six hundred eighty nine dollars and twenty one cents
63	20	ARCH CONNETTING BAND - 83" X 57"	EA	\$260.79	two hundred sixty dollars and seventy nine cents
64	500	ARCH CORRUGATED METAL PIPE - 87" X 63"	FT	\$130.26	one hundred thirty dollars and twenty six cents
65	10	ARCH END SECTION - 87" X 63"	EA	\$10,215.53	ten thousand two hundred fifteen dollars and fifty three cents
66	20	ARCH CONNETTING BAND - 87" X 63"	EA	\$275.53	two hundred seventy five dollars and fifty three cents
67	500	ARCH CORRUGATED METAL PIPE - 95" X 67"	FT	\$139.74	one hundred thirty nine dollars and seventy four cents
68	10	ARCH END SECTION - 95" X 67"	EA	\$13,899.74	thirteen thousand eight hundred ninety nine dollars and seventy four cents
69	20	ARCH CONNETTING BAND - 95" X 67"	EA	\$302.89	three hundred two dollars and eighty nine cents
70	500	ARCH CORRUGATED METAL PIPE - 103" X 71"	FT	\$149.21	one hundred forty nine dollars and twenty one cents
71	10	ARCH END SECTION - 103" X 71"	EA	\$15,268.16	fifteen thousand two hundred sixty eight dollars and sixteen cents
72	20	ARCH CONNETTING BAND - 103" X 71"	EA	\$336.58	three hundred thirty six dollars and fifty eight cents
73	500	ARCH CORRUGATED METAL PIPE - 112" X 75"	FT	\$159.74	one hundred fifty nine dollars and seventy four cents
74	10	ARCH END SECTION - 112" X 75"	EA	\$16,847.11	sixteen thousand eight hundred forty seven dollars and eleven cents
75	20	ARCH CONNETTING BAND - 112" X 75"	EA	\$362.89	three hundred sixty two dollars and eighty nine cents
76	500	ARCH CORRUGATED METAL PIPE - 117" X 79"	FT	\$168.16	one hundred sixty eight dollars and sixteen cents
77	10	ARCH END SECTION - 117" X 79"	EA	no bid	no bid
78	20	ARCH CONNETTING BAND - 117" X 79"	EA	\$389.21	three hundred eighty nine dollars and twenty one cents
79	500	ARCH CORRUGATED METAL PIPE - 128" X 83"	FT	\$227.11	two hundred twenty seven dollars and eleven cents
80	10	ARCH END SECTION - 128" X 83"	EA	no bid	no bid
81	20	ARCH CONNETTING BAND - 128" X 83"	EA	\$510.26	five hundred ten dollars and twenty six cents
82	500	ARCH CORRUGATED METAL PIPE - 137" X 87"	FT	\$238.68	two hundred thirty eight dollars and sixty eight cents
83	10	ARCH END SECTION - 137" X 87"	EA	no bid	no bid
84	20	ARCH CONNETTING BAND - 137" X 87"	EA	\$536.58	five hundred thirty six dollars and fifty eight cents
85	500	ARCH CORRUGATED METAL PIPE - 142" X 91"	FT	\$303.95	three hundred three dollars and ninety five cents
86	10	ARCH END SECTION - 142" X 91"	EA	no bid	no bid
87	20	ARCH CONNETTING BAND - 142" X 91"	EA	\$689.21	six hundred eighty nine dollars and twenty one cents

